

**City of Harrisonburg, Virginia**  
**Parcel No: 28-G-1**

**This document prepared by:**  
G. Chris Brown, City Attorney  
VSB No: 31905  
345 South Main Street  
Harrisonburg, VA 22801

**Consideration: \$0.00**

**Title Insurance is underwritten by:**  
**Unknown to Preparer**

THIS DEED OF EASEMENT, exempt from recordation taxes pursuant to Section 58.1-811(A)(3) of the Code of Virginia, 1950, as amended, is made this \_\_\_\_\_ day of September, 2016, by and between **JAMISON BLACK MARBLE WILDLIFE PRESERVE, LLC**, A Virginia limited liability Company, Grantor, and **CITY OF HARRISONBURG**, a Virginia municipal corporation, Grantee,

W I T N E S S E T H :

THAT for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid by the Grantee to the Grantor, before the execution and delivery hereof, and of other good and valuable consideration given, the receipt of all of which is hereby acknowledged, Jamison Black Marble Wildlife Preserve, a Virginia limited liability company, Grantor, does hereby grant and convey unto the CITY OF HARRISONBURG, a Virginia municipal corporation, Grantee, a Public Sanitary Sewer and Water Line Easement, containing 1,174 square feet, more or less, a 20' Public Water Line Easement, containing 2,388 square feet, more or less, and a 20' Public Water Line Easement, containing 1,737 square feet, more or less, as shown on the attached plat dated August 12, 2015, by Benner & Assoc., Inc., entitled "Vacation of a Portion of Red Oak Street and Dedication of Additional Areas to Red Oak Street", which plat is attached hereto and

made a part hereof.

## **Sanitary Sewer Easement**

Easement for the purpose of installing, constructing, increasing or decreasing the size, operating, maintenance, adding to, or altering present or future sanitary sewer lines, including manholes, building service laterals other appurtenant facilities for the collection of sanitary sewage and its transmission through and across the Property, as shown on the Plat.

The above-described sanitary sewer easement is subject to the following conditions:

1. All Sewer lines and appurtenant facilities, which are installed in the easement, except building service laterals, shall be and remain the property of the City, its successors and assigns.
2. The City and its agents shall have full and free use of said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of rights granted in the easement including the right to access to and from the easement, provided that areas disturbed by the City shall be restored by backfilling of trenches and replacing surface conditions "in kind", except those items subject to removal in item 3 below. Grantor agrees that City or its agents can use existing gates or entrances for the most direct, but minimum impact, access to the easement.
3. The City shall have the right to act and then to recover cost from the responsible party, or to require the responsible party, to trim, cut, or prune trees and shrubbery, and to temporarily relocate or permanently remove the vegetation as referenced, utilities, fences, structures, or other obstructions or facilities within the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said sanitary sewer mains, manholes, building service laterals other appurtenant facilities. Pavement, sidewalk and grass/sod shall not be considered as presenting interference to the rights herein established.
4. Owner reserves the right to make use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the City for the purposes named; provided, however, the Owner shall comply with all applicable ordinances and regulations and item listed above. However, the Owner shall be exempted to placement restrictions and relocation costs for fences and structures that can be readily moved.
5. Any utilities that cross the easement on the horizontal plane at less than or equal to 45 degrees from perpendicular to the sanitary sewer shall be deemed not to interfere with the rights granted by this easement to the City, provided that the utility is installed in

strict compliance with the requirements of the City's Design and Construction Standards Manual.

6. Utilities and obstructions prohibited upon the easement, as conveyed in items 3, 4 and 5 above, may be allowed by mutual enter of the City and the encroaching party into an "indemnification and cost recovery agreement".
7. This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

### **Waterline Easement**

Easement for the purpose of installing, constructing, increasing or decreasing the size, operating, maintenance, adding to, or altering present or future water mains, including fire hydrants, water vaults, valves, meters, service connections and other appurtenant facilities for the transmission and distribution of water through and across the property, said easement being more particularly bounded and described on the Plat.

The above-described waterline easement is subject to the following conditions:

1. The water main, waterlines, service connections from the main to the meter and appurtenant facilities, which are installed in the easement, shall be and remain the property of the City, its successors and assigns.
2. The City and its agents shall have full and free use of said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement including the right to access to and from the easement, provided that areas disturbed by the City shall be restored by backfilling of trenches and replacing surface conditions "in kind", except those items subject to removal in item 3 below. Grantor agrees that City or its agents can use existing gates or entrances for the most direct, but minimum impact, access to the easement.
3. The City shall have the right to act and then to recover cost from the responsible party, or to require the responsible party, to trim, cut or prune trees and shrubbery, and to temporarily relocate or permanently remove the vegetation as referenced, utilities, fences, structures, or other obstructions or facilities within the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of

said water mains, waterlines, and appurtenant facilities. Pavement, sidewalk and grass/sod shall not be considered as presenting interference to the rights herein established.

4. Grantor reserves the right to make use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the City for the purposes named; provided, however, the Grantor shall comply with all applicable ordinances and regulations and item 3 above. However, the Grantor shall be exempted to placement restrictions and relocation costs for fences and structures that can be readily moved.
5. Any utilities that cross the easement on the horizontal plane at less than or equal to 45 degrees from perpendicular to the waterline shall be deemed not to interfere with the rights granted by this easement to the City, provided that the utility is installed in strict compliance with the requirements of the City's Design and Construction Standards Manual.
6. Utilities and obstructions prohibited upon the easement, as conveyed in items 3, 4 and 5 above, may be allowed by mutual enter of the City and the encroaching party into an "indemnification and cost recovery agreement".
7. This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the Grantor, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

This Deed further witnesseth that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner grants and conveys, in fee simple, to the City all appurtenances and facilities located within the above-described easements.

Reference is hereby made to the aforesaid deed and plat for a more particular description and derivation of title to the real estate herein conveyed.

WITNESS the following signature and seal:

Jamison Black Marble Wildlife Preserve, LLC  
A Virginia Limited Liability Company

\_\_\_\_\_ (SEAL)

By:

Its: \_\_\_\_\_

STATE OF VIRGINIA,  
COMMONWEALTH AT LARGE,  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, of Jamison Black Marble Wildlife Preserve, LLC, a Virginia limited liability company.

My commission expires: \_\_\_\_\_.

Notary Registration No.: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

This deed is accepted on behalf of the City of Harrisonburg by its City Manager pursuant to Section 15.2-1803 of the Code of Virginia, 1950, as amended, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kurt D. Hodgen, City Manager

STATE OF VIRGINIA,  
COMMONWEALTH AT LARGE,  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this \_\_\_\_ day of \_\_\_\_\_, 2016, by Kurt D. Hodgen, City Manager of the City of Harrisonburg, a Virginia municipal corporation, on behalf of said city.

My commission expires: \_\_\_\_\_.

Notary Registration No.: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Grantee's Address:

409 South Main St.  
Harrisonburg, VA 22801